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Austin, Texas 78737  
512-399-3150  
cjohns@johnsandcounsel.com

December 13, 2018

Larry Wright  
410 Spyglass Road  
McQueeney, Texas 78123  
larrymwright54@yahoo.com

*Via email and certified mail, return receipt requested*

Dear Mr. Wright,

My firm represents Daniel Moore, DMA Properties, Inc., SCMED Oilfield Consulting, LLC, and Darin Borders.

By this letter, we are giving you notice, in addition to any and all other forms of notice you have received or are deemed to have received, of a potentially adverse claim to your interests. Attached are documents filed of record that confirm my clients' claim for a net-profit interest (running with the land) in the P-21 Express Pipeline right-of-way.

We also advise you to preserve all communications, documents, and other records having anything to do with any of my clients or the P-21 Express Pipeline right-of-way.

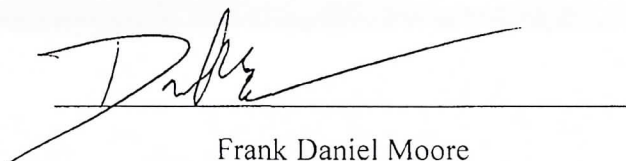
Cordially,

A handwritten signature in blue ink, reading 'Christopher S. Johns', written in a cursive style.

Christopher S. Johns

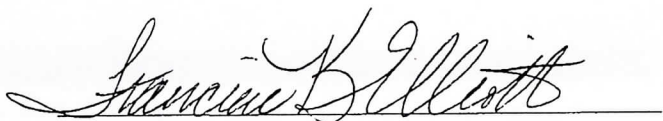
AGREEMENT AFFIDAVIT

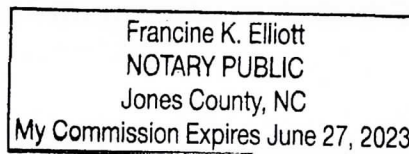
I, Frank Daniel Moore, acting on behalf of DMA Properties, Inc. as its sole member and President did in February 2018 resign from Black Duck Properties, LLC in exchange for transferring interest in several business deals and such certain interest being assigned, transferred or created to and for DMA Properties, Inc. from Black Duck Properties, LLC in exchange for my resignation in Black Duck Properties, LLC being agreed to. DMA Properties, Inc. and Black Duck Properties, LLC fully executed an agreement regarding the "P-21 Express Pipeline" Right-of-Way that runs through Angelina, Nacogdoches, Shelby, and Rush counties in the state of Texas. The "AGREEMENT" was executed on February 7, 2018, a copy of which is attached as Exhibit "A" hereto.

  
Frank Daniel Moore

Before me, the undersigned authority, on this day personally appeared Frank Daniel Moore, known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that Frank Daniel Moore executed the same as the act of DMA Properties, Inc. as its President and as signed in Exhibit "A" hereto and for the consideration therein expressed.

Given under my hand and seal of office this 27<sup>th</sup> day of November 2018.

  
Notary Public, State of North Carolina



My commission expires: June 27, 2023

FILED AS  
PRESENTED

Rusk County



TRUE AND CORRECT COPY  
OF ORIGINAL  
FILED IN RUSK  
COUNTY CLERK'S OFFICE.

Exhibit A

**AGREEMENT**

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of February 2018 by and between DMA PROPERTIES, INC., a South Carolina corporation and BLACK DUCK PROPERTIES, LLC, a Texas limited liability company.

**Witnesseth:**

NOW THEREFORE, in consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Consideration: DMA Properties, Inc. shall be paid twenty percent (20%) (Net Profits Share") of the Net Profits from Black Duck Properties, LLC or its successors or assigns during the period of time beginning on the date of first written above (the "Period").
  - a. Net Profits shall mean gross revenues actually received by Black Duck Properties, LLC., or its successors or assigns directly from the operation, use, maintenance or sale (including partial sales or conveyances) of the pipe and related facilities commonly known as the P-21 or Express pipeline less actual cost of goods and costs and expenses associated with the operation or sale of the same.
  - b. Black Duck Properties, LLC.'s obligation to pay the Net Profits Share shall attach and run with the P-21 or Express pipeline and Black Duck Properties, LLC. binds its successors and assigns to the payment of the Net Profits Share.

The parties agree to execute such other and additional legal instruments, consents, ratifications and other matters as may be reasonably required in order to effectuate the intent of this Agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

Each party hereby warrants:

- a.) That it has full power and authority to enter into this Agreement.
- b.) That such entry and the performance of its obligations under these terms and conditions will not breach any other agreement to which it is a party or by which it is bound.

PAGE: 1 of 2

INITIAL: L.M.W. 

INITIAL: F.D.M. 




TRUE AND CORRECT COPY  
OF ORIGINAL  
FILED IN RUSK  
COUNTY CLERK'S OFFICE.


- c.) That it has taken all necessary actions and obtained all relevant consents approvals and/or authorizations to enable it to lawfully and effectively enter into and perform its obligations under this agreement.
- d.) Each party agrees that upon this agreement being fully executed that this will become the ONLY valid agreement between the parties AND this agreement as mentioned in the binding "EMAIL AGREEMENT" ONLY IN REGARDS to the P-21 Express Pipeline that, both parties agree that this agreement satisfies the duties ( in the Email Agreement ) regarding ONLY the P-21 Express Pipeline and that all other prior agreements or duties of any kind that relate to the P-21 Express Pipeline are NULL AND VOID.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the close of business on the date first above written.

DMA PROPERTIES, INC.

By:   
Frank Daniel Moore, Principal

BLACK DUCK PROPERTIES, LLC

By:  Manager  
Larry M. Wright, Manager

PAGE: 2 of 2

STATE OF TEXAS  
I hereby certify that this instrument was filed on  
the date and time stamped hereon by me and  
was duly recorded in the volume and page of the  
named records of Rusk County, Texas as stamped  
hereon by me.

COUNTY OF RUSK

OFFICIAL PUBLIC RECORDS

FILED FOR RECORD

Dec 04, 2018 11:19A

TRUDY MCGILL,  
COUNTY CLERK  
RUSK COUNTY, TEXAS

Dec 04, 2018 11:19A



TRUE AND CORRECT COPY  
OF ORIGINAL  
FILED IN RUSK  
COUNTY CLERK'S OFFICE.

TRUDY MCGILL, COUNTY CLERK  
RUSK COUNTY, TEXAS

By: Alesha Richmond, DEPUTY



THE STATE OF TEXAS:

COUNTY OF RUSK: I, TRUDY McGILL, County Clerk of Rusk County, Texas, do hereby certify that the above and foregoing instrument is a true and correct copy of the original instrument filed in this office on the 4 day of December, A.D. 2018, at 11:19 o'clock A.M., as the same appears of record in Vol. 5610, Page 412 thru Page 415 of the Official Public Records of Rusk County, Texas.

Given Under My Hand and Seal of Office this 4 day of December, A.D. 2018.

TRUDY McGILL, County Clerk of the County Court of Rusk County, Texas

By: Alisa Richard Deputy

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Jennifer L. Fountain*

Jennifer L. Fountain, County Clerk  
Shelby County, Texas

December 04, 2018 12:44:02 PM

FEE: \$42.00 EPARKER  
AFF

2018003892





***Agreement for Assignment and Assumption of Specific Contract Affiant***

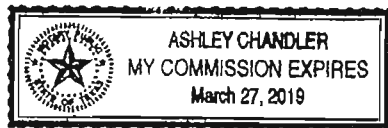
***I, Darin Borders acting as president for Darin Borders, Inc being the general partner for Longbranch Energy, LP did in June 2016 assign the purchase sale agreement between Express Pipeline Connection, LLC, and Longbranch Energy, LP dated February 19, 2016 to Black Duck Properties, LLC a copy which is attached Exhibit "A" hereto.***

***State of Texas County of Shelby***

***Darin Borders***

*This instrument was acknowledged before me on Oct. 2, 2017 by Darin Borders.*

***Given under my hand and seal of office this 2 day of October 2017.***



*Ashley Chandler*  
Notary Public's Signature

**AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF SPECIFIC CONTRACT**

THIS ASSIGNMENT AND ASSUMPTION OF SPECIFIC CONTRACT ("*Assignment and Assumption Agreement*") is made and entered into this \_\_\_\_ day of June, 2016, by and between LONGBRANCH ENERGY, L.P., a Texas limited partnership ("**ASSIGNOR**") and BLACK DUCK PROPERTIES, LLC, a Texas limited liability company ("**ASSIGNEE**").

**Witnesseth:**

WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE and ASSIGNEE has agreed to assume that certain Purchase & Sale Agreement dated February 19, 2016, by and between The Express Pipeline Connection, LLC, as Seller, and Longbranch Energy, L.P., as Buyer, and attached hereto as Exhibit "A" (the "Contract"); and

WHEREAS, ASSIGNOR is executing and delivering this Assignment and Assumption Agreement for the purpose of assigning and transferring to ASSIGNEE all rights, titles and interest in and obligations under and to the Contract; and

WHEREAS, ASSIGNEE is executing and delivering this Assignment and Assumption Agreement for the purpose of assuming all obligations of ASSIGNOR under the Contract.

NOW THEREFORE, in consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this this Assignment and Assumption Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Consideration: ASSIGNOR shall be paid twenty percent (20%) ("**Net Profits Share**") of the Net Profits from ASSIGNEE or its successors or assigns during the period of time beginning on the date of first written above (the "**Period**").
  - a. Net Profits shall mean gross revenues actually received by ASSIGNEE, or its successors or assigns directly from the operation, use, maintenance or sale (including partial sales or conveyances) of the pipe and related facilities commonly known as the P-21 or Express pipeline less actual cost of goods and costs and expenses associated with the operation or sale of the same.
  - b. ASSIGNEE'S obligation to pay the Net Profits Share shall attach and run with the P-21 or Express pipeline and ASSIGNEE binds its successors and assigns to the payment of the Net Profits Share.

For the consideration, covenants and warranties listed herein, ASSIGNOR has ASSIGNED, TRANSFERRED, CONVEYED, DELIVERED and SET OVER unto ASSIGNEE, and, by these presents, ASSIGNOR hereby ASSIGNS, TRANSFERS, CONVEYS, DELIVERS and SETS OVER unto ASSIGNEE all its right, title and interest in and obligations under and to the Contract, and ASSIGNEE hereby assumes the obligations of ASSIGNOR under the Contract.

The parties agree to execute such other and additional legal instruments, consents,

